

1. Jurisdiction and Service:

The parties agree that this Court has subject matter jurisdiction over Plaintiff's claim pursuant to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. section 1132(a). Jurisdiction is proper pursuant to 29 U.S.C. section 1331 because this action arises under the laws of the United States of America. 29 U.S.C. section 1132(e)(1) provides for Federal District Court jurisdiction.

All parties are subject to this Court's jurisdiction.

All parties have been served.

2. Facts

Plaintiff was a participant, as that term is defined by 29 U.S.C. section 1000(7), of the Long Term Disability Insurance Plan for the Transport Workers Union of America ("the Plan"). Plaintiff was a beneficiary because he was an employee of American Airlines, which established the Plan. Plaintiff became disabled in November 3, 2003. Plaintiff applied for and was granted LTD benefits from the Plan on May 4, 2006. By letter dated May 3, 2006, the Plan terminated Plaintiff's LTD benefits. By letter dated October 27, 2006, Plaintiff appealed the denial of his LTD benefits. By letter dated December 21, 2006, the Plan denied Plaintiff's appeal. The Plan gave Plaintiff another chance to appeal the denial. By letters dated March 2, 2007, Plaintiff filed a second appeal. By letter dated July 9, 2007, the Plan denied Plaintiff's appeal for LTD benefits and notified him that he could file suit. This lawsuit followed.

3. Legal Issues

- A. Whether evidence outside the administrative record is admissible regarding standard of review and/or the merits.
- B. Whether Plaintiff was totally disabled under the terms of The Plan.
- C. Whether Plaintiff is entitled to LTD benefits, and, if so, what amount of back benefits are owed.
- D. Whether The Plan is estopped to deny that Plaintiff is entitled to benefits by virtue of Plaintiff's receipt of Social Security Disability benefits and The Plan's consequent reduction of benefits paid to Plaintiff.

1 4. Motions:

2 There are currently no motions pending.

3 Plaintiff does not anticipate filing any motions, unless there is a dispute over discovery.

4 *Defendant:* The parties have stipulated to mediation. After the mediation is completed,
5 Defendant will move for summary judgment based on the argument that the claim administrator, Life
6 Insurance Company of North America, did not abuse its discretion in denying Plaintiff's claim for
7 benefits.

8 5. Amendment of Pleadings

9 _____ Parties do not anticipate submit amended pleadings.

10 6. Evidence Preservation

11 Defendant will produce the administrative record to Plaintiff.

12 7. Disclosures

13 _____ Both parties have made their initial disclosures.

14 8. Discovery

15 _____ No discovery has taken place to date.

16 Plaintiff contends that the Administrative Record should include Cigna's claims manuals.

17 Plaintiff intends to conduct discovery regarding the nature, extent, and effect on the decision
18 making process of Cigna's conflict of interest because such information is relevant in assessing
19 whether it abused its discretion. Plaintiff intends to serve: request for production of documents,
20 interrogatories, and notice a Rule 30(b)(6) of Cigna.

21 Plaintiff believes a Rule 26(f) discovery order and conference is necessary.

22 *Defendant:* Defendant contends that discovery, if appropriate at all, must be very limited and
23 that Plaintiff's anticipated discovery far exceeds the limited discovery authorized under ERISA when
24 the standard of review is abuse of discretion. Defendant believes that a Rule 26(f) discovery
25 conference will be useful to work through these issues if the matter does not settle at mediation.

26 9. Class Actions:

27 This is not a class action lawsuit.

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1 10. Related Cases:

2 There are no other related cases.

3 11. Relief:

4 This is a complaint for declaratory relief. Plaintiff requests that back benefits be paid with
5 10% interest and reinstatement of benefits.

6 Plaintiff is entitled to \$1,237 per month after his benefit is reduced by Social Security
7 Disability Insurance.

8 Plaintiff's disability was terminated on May 3, 2006.

9 Therefore, he is entitled to 20 months of back benefits at \$1,237 per month at 10% interest of
10 \$10.31 per month: $1,237 \times 20 + 206 = \$24,946$.

11 12. Settlement and ADR:

12 _____ The parties have agreed to private mediation with Retired Judge Edward Infante.

13 13. Consent to Magistrate Judge for All Purposes:

14 _____ Plaintiff consents to the use of a Magistrate Judge for all purposes.

15 *Defendant:* Defendant does not consent to Magistrate Judge.

16 14. Other References:

17 _____ This case is not suitable for binding arbitration, a special master, or the Judicial Panel on
18 Multidistrict Litigation.

19 15. Narrowing of Issues:

20 _____ Not applicable.

21 16. Expedited Schedule:

22 Not applicable.

23 17. Scheduling:

24 Discovery cut-off:

25 Hearing of dispositive motions:

26 Pre-trial Conference: The parties request that it be waived as unnecessary. Instead, the
27 parties request that the Court adopt a pre-trial briefing schedule:

28 A. Each party files and serves its opening trial brief on or before ____, 2008.

B. Each party files and serves its reply brief on or before ____, 2008.

Trial to be set for ____, 2008.

18. Trial:

____ This case is a bench trial and is expected to last one day.

Defendant agrees that the bench trial in this matter will take no longer than one day.

However, Defendant also believes that this matter can be decided by cross-motions for summary judgment if the standard of review is abuse of discretion and motions for judgment if the standard of review is de novo.

19. Disclosure of Non-party Interested Entities or Persons:

Plaintiff has made its Certification of Non-Party Interested Entities or Persons, as

A. Plaintiff;

B. Defendant; and

C. Defendant's Insurer, Cigna.

Defendant: Defendant Long Term Disability Insurance Plan for the Transport Workers Union of America, AFL-CIO Employees of American Airlines ("the Plan") certifies that the entities described below have a direct, pecuniary interest in the outcome of this matter: Life Insurance Company of North America, the insurer who provided group disability insurance to the Plan. Connecticut General Corporation is a parent company of Life Insurance Company of North America. Connecticut General Corporation is a wholly owned subsidiary of CIGNA Holding Inc. CIGNA Holding Inc. is a wholly owned subsidiary of CIGNA Corporation.

20. Other Matters:

____ There are no other matters.

Dated: January 18, 2008 _____

/s/ Thornton Davidson
THORNTON DAVIDSON
Attorney for Plaintiff,
BRADLEY HOLUM

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Dated: January 18, 2008

/s/ Sean P. Nalty
SEAN P. NALTY
Attorney for Defendant,
LONG TERM DISABILITY
INSURANCE PLAN FOR THE
TRANSPORT WORKERS UNION OF
AMERICA, AFL-CIO, EMPLOYEES
OF AMERICAN AIRLINES

[PROPOSED] ORDER

IT IS SO ORDERED.

Dated: _____

MARILYN H. PATEL
United States District Court Judge